MUNICIPAL CORPORATIONS—IMPLIED POWERS.—The plaintiff was run into and injured by an automobile ambulance owned by the defandant. The city had statutory power to provide hospitals for contagious diseases, and hospitals for inhabitants who by misfortune or poverty might require relief; but no express power was conferred to operate ambulances. *Held,* that the city was not liable for the accident, as the purchase and operation of the ambulance was *ultra vires. Ducey* v. *Town of Webster,* (Mass., 1921), 130 N. E. 53.

The powers of municipalities are special and are restricted to the public purposes for which they are created. *Akron* v. *McElligott,* 166 Iowa 297; *In re Pryor,* 55 Kan. 724. A municipal corporation's powers include those that are necessarily or fairly implied in or incident to the powers expressly granted. 1 DILLON, MUNICIPAL CORPORATIONS [5th Ed.] 449. Erection of halls for public meetings have been held to be within the implied powers of a city. *Bates* v. *Bassett,* 60 Vt. 530. Under a power to abate nuisances, a city may provide an incinerator to consume garbage. *Kilvington* v. *Superior,* 83 Wis. 222. Under authority to keep streets in repair, a city can not operate a quarry outside of the city limits. *Donable* v. *Harrisonburg,* 104 Va. 533; see also *Schneider* v. *City of Menasha,* 118 Wis. 298. Generally speaking, municipal authority is to be strictly construed, and all reasonable doubts as to the existence of the power in a municipal corporation must be resolved against it. *Chicago Union Traction Co.* v. *Chicago,* 199 Ill. 484; *Meday* v. *Borough of Rutherford,* 65 N. J. L. 645; *Minturn* v. *Larue,* 23 How. 435. The ambulance in the principal case was purchased for general use; the general tone of the court's opinion indicates that had it been purchased to be used by paupers and contagious cases, its purchase might have been within the implied powers of the city. If the dominating motive of the purchase had been to care for the paupers, the incidental use of it for other purposes would not have made the purchase invalid. In *Wheelock* v. *City of Lowell,* 196 Mass. 220, it was held that the fact that a public building was occasionally used for other than a public purpose, did not make the building any the less public. After deciding that the purchase of the ambulance was *ultra vires,* the court adopted the rule that a city is not liable for its *ultra vires* acts. This rule is undoubtedly supported by the weight of authority but has been greatly criticized; JONES, NEGLIGENCE OF MUNICIPAL CORPORATIONS, 173, says that it, in effect, punishes a third person, who is in no way responsible for the unauthorized act; this phase of the problem is discussed in *Salt Lake City* v. *Hollister,* 118 U. S. 256.

NEGLIGENCE—RES IPSA LOQUITUR.—Plaintiff, upon defendant's invitation and under guidance of one of defendant's employees, was making a tour of defendant's plant. While plaintiff was watching another employee label bottles of "Bevo," one of the bottles exploded, a piece of the glass striking and cutting the end of plaintiff's nose. The wound healed quickly, but the shape and appearance of plaintiff's nose was permanently ruined. She was a nineteen-year-old girl. Plaintiff's case was based entirely upon the presumption